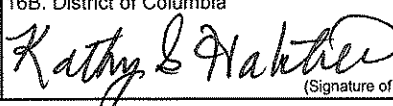


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number 2	3. Effective Date See box 16C	4. Requisition/Purchase Request No. N/A	5. Solicitation Caption In-Vehicle Parking Meter Payment Sys.		
6. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N.W., 6th Floor Washington, D.C. 20009		Code	7. Administered By (If other than line 6) Department of Public Works Office of Contracting and Procurement 2000 14th Street, N.W., 3rd Floor Washington, DC 20009		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2010-B-0163	
				9B. Dated (See Item 11) 6/14/2010	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u>					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is issued to: 1) revise various provisions of the proposal; 2) respond to potential offeror's questions (See Attachment A); and to extend the Proposal Submission date from July 29, 2010 to August 5, 2010. 1. Delete pages 25-26 and substitute with pages 25-R1a, 25-R1b, and 26-R1. 2. Delete pages 50-51 and substitute with pages 50-R1 and 51-R1.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Kathy S. Hatcher		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)		 (Signature of Contracting Officer)		7-16-2010	

H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;

- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 **Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 **WARRANTY – Equipment and Service**

The contractor shall certify their products and replace free of charge in case any malfunctions occur. Product malfunctions must not result in any cost to the customers.

H.11 **DISTRICT RESPONSIBILITIES**

- H.11.1** The District will collect both parking meter fees and convenience fees. At the end of the month, the contractor shall invoice the District for a percentage of the fees collected and the District will disburse the appropriate amount from the fees that have been collected.

response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Technical proposals will be rated based upon the extent to which Offerors demonstrate, in clear and concise language, their experience, knowledge and understanding of issues relating to management, rehabilitation and maintenance of the assets covered by this RFP. Offerors shall refer to section L.2 of this RFP for instructions regarding the format of technical proposals. Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (75 Points Maximum)

M.3.1.1 TECHNICAL APPROACH (Maximum 25 points)

M.3.1.1.2 The extent to which Offerors provide a clear, concise, high probability for success work plan for meeting the following performance standards: This includes staffing, materials, and equipment, as well as work methods, functional efficiency and flexibility, and coordination with government agencies and other organizations.

M.3.1.1.3 The extent to which Offerors demonstrates that key staff resources have been dedicated to this project and that the resources have time available to respond to emergency conditions.

M.3.1.1.4 The extent to which assumptions and deviations made by the Offeror threaten the probability of success of the contract.

M.3.1.1.5 The extent to which Offerors have proposed viable solutions for resolving any technical uncertainties.

M.3.1.1.6 The potential impact of the approach on goals and objectives listed in Section C.4.3.

M.3.1.1.7 The extent to which the District finds the qualifications and experience of the proposed program manager to be adequate and relevant.

M.3.1.1.8 The extent to which the offeror has addressed the issues identified in L.3.2

M.3.1.1.9 The extent to which the offeror has defined a strong marketing campaign, a robust training program and a well defined QA/QC process.

M.3.1.2 CUSTOMER CONVENIENCE (Maximum 15 points)

M.3.1.2.1 The extent to which a robust marketing and outreach program is in place to attract customers to the new technology.

- M.3.1.2.2 The extent to which customers have multiple channels to sign-up.
- M.3.1.2.3 The extent to which customers have multiple channels available to access customer service .
- M.3.1.2.4 Extent to which customers have multiple channels to pay for parking and reloading.
- M.3.1.2.5 Extent to which system is intuitive and easy to use.
- M.3.1.2.6 Extent to which the devices can be used across jurisdictional boundaries.
- M.3.1.2.7 Delivery time to customers.
- M.3.1.2.7 Well defined warranties and opportunities to deal with malfunctioning or lost devices.
- M.3.1.3 PAST PERFORMANCE (Maximum 10 points)**
- M.3.1.3.1 The extent to which the Offeror possesses experience and past performance on design, installation, and operation of parking technology, as well as trouble-shooting and other major components of this effort.
- M.3.1.3.2 The relevance of past performance management experience examples provided by the Offeror.
- M.3.1.3.3 The quality of references provided by the identified contact personnel.
- M.3.1.3.4 Feedback from contact references on the Offeror's performance on the project.
- M.3.1.4 USER COST (maximum 15 points)**
- Proposals will be evaluated based on user costs
- M.3.1.5 Operational Efficiency and Revenue Management (Maximum 10 points)**
- M.3.1.4.2 The extent to which program management staff has access to robust back-end system that helps with data mining.
- M.3.1.4.3 The extent to which safeguard are in place to ensure that transactions are secure and seamless.
- M.3.1.4.4 Technical support for program and enforcement staff
- M.3.1.4.5 Provide managed service interface which will allow real-time view, by authorized program staff of all activity in DC on the IVPP.
- M.3.1.4.6 The extent to which the system provides real-time information that supports the District's long-term vision of providing performance based parking rates.

ATTACHMENT A

**QUESTIONS FROM
PROSPECTIVE BIDDERS**

1. **Question:** Section B.4, M.5.1, M.5.6 - Each of these sections begins with the phrase, "If the prime contractor [or offeror] intends to subcontract..." This would appear to indicate that the prime contractor has the option to not subcontract a portion of the work, and associated revenue. Is that correct?

Response: See pages 25-R-1a, 25-R-1b, and 26-R-1 attached.

2. **Question:** Section B.2.2 - What is the relationship between the maximum ordering amount specified and the percentage of parking meter revenue collected specified on the price schedule?

Response: The purchase order will be applied to the total revenue collected. If the amount owed to contractor exceeds the maximum ceiling, the contract will be modified to increase the maximum ceiling amount.

3. **Question:** Please confirm you want seven copies (one original, six copies) for the technical proposal and seven separate copies of the price proposal in separate binders.

Response: See page 39, Sections L.3, Proposal Form, Organization and Content, and L.3.1 of the solicitation?

4. **Question:** At the pre-bid conference, it was stated the web-site for procuring the NIGP code had been changed on Monday. Is it now operational and if so, what is the web-site address?

Response: The web site is operational. Go to www.ocp.dc.gov. In the event a prospective offeror continues to encounter difficulty finding information he/she may contact Deborah Bryant for assistance.

5. **Question:** B.2.2 - The \$ 100 - \$ 200,000 contract value is it the value of the meters supplied, the revenue collected or our share of the revenues?

Response: It's \$100.00 to \$200,000.00. This amount represents the contract amount that could be paid to the contractor as his percentage of the revenue collected. Because it is an indefinite quantity indefinite delivery contract, the District will be obligated to pay the contractor the minimum amount of \$100.00.

6. **Question:** B.3.2.1 Are we allowed to collect money for each meter delivered? I saw at C.3.14 that we can charge a transaction fee but it should be negotiated with the city .It

seems that C.3.6.2 allows selling the equipment but there is no mentioning of the price being subject to discussions with the city or even evaluated as part of the bid. If we charge money for the device what will we do after one year, return the money to customers?

Response: The contract allows for charging for equipment and transaction charges during reloads. These proposed "user costs" need to be outlined as discussed in Section L.3.3.5 and be evaluated as discussed in M.3.1.4.

This contract has one base year and four option years that can be exercised at the discretion of the District. The proposal needs to discuss the "decommissioning plan" at the end of the contract.

7. **Question:** C 3.6 does not say anything about pre - payment, reloading (topping) etc. Given so it might very well be that our SP device which is very basic in terms of the loading capability will better meet the requirements.

Response: It is expected that the customers will be able to reload funds and that will be reflected. Please propose the solution that you feel best meets the requirements and enables the District to meet the goals stated in Section C.2.6.

8. **Question:** C 3.5.2 requires that we will do the signage - It can be a huge expense for a one year program.

Response: The contractor must make the determination what signage is required. The contractor can inspect the existing signs to see if they can be used and determine whether the current signs can be supplemented with decals. Or whether any signs are needed. Prospective offerors must factor the cost of their proposed solution into his/her total cost for providing this service.

9. **Question:** C 3.9 Our device is an "off line" stand alone unit so the only way to get information is when the customers returns for reloading the unit . No "real time " information will be available.

Response: System functionality needs to be described as discussed in Sections L.3.3.2 and L.3.3.6 and will be evaluated as discussed in Section M.3.1.

10. **Question:** C 2.3 I need a list of rates (zone) C 2.3 include some vague statements "there are few locations in parking pilot zones that have variable rates and a rate structure that is different ..." or in C 2.4 "...locations might have rush hour restriction" As we need to reprogram the device and make sure that there is nothing "crazy" :) included I must have the detailed definition of what is required (it's not like doing rate programming on a server as you do with mobile payments).

Response: The District has two citywide rate tiers - \$0.75/hr and \$2.00/hr. In the pilot zones surrounding the baseball stadium there are \$1.50/hr zones and a zone with an escalating rate (\$1.00 for the first hour, \$1.50 for the second hour, and \$1.50 for the third hour). Additionally, there are event rates that coincide with games, concerts, and other special events at the stadium. These rate structures allow for four hours time around the event time and are priced as - \$1.00 first hour, \$8.00 second and third hour, and \$2.00 fourth hour for a total event fee of \$20.

The hours of operation for meters in the District are 7:00am to 10:00pm Mon-Sat in the high demand areas and 7:00am to 6:30pm Mon-Sat in the normal demand areas. The morning rush hour restrictions are from 7:00am – 9:30pm Mon-Fri and the evening rush hour restrictions are 4:00pm – 6:30pm Mon-Fri.

The detailed zone structure and regulations will be provided and discussed post award with the successful offeror.

- 11. Question:** Can the District describe the current and future methods of parking enforcement during the life of this contract?

Response: Department of Public Works (DPW) has been and is continuing to deploy technology such as License Plate Recognition and mobile enforcement equipment for its enforcement operation in foreseeable future. DPW is working with DDOT and other District agencies to incorporate meter and permit related technologies into its enforcement as long as they are within budget constraints.

- 12. Question:** Does the District intend to deploy handheld devices that have a real time connection to back end systems?

Response: DPW mobile enforcement equipment such as handheld computers are already wireless capable. We are working to deploy real time connection services to backend systems for needs such as pay-by-phone systems and others.